

Exhibit 2

Form of Ballot

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	Chapter 11
AGILON ENERGY HOLDINGS II LLC, et al.	§	Case No. 21-32156 (MI)
Debtors.⁴	§	(Jointly Administered)

CLASS [] BALLOT

Agilon Energy Holdings II LLC (“*Agilon*”), Victoria City Power LLC (“*VCP*”), and Victoria Port Power LLC (“*VPP*” and collectively, the “**Debtors**”) have filed a Combined Disclosure Statement and Joint Chapter 11 Plan for Agilon Energy Holdings, LLC, et al. (the “*Disclosure Statement*” or “*Plan*” as the case may be).

The Court has conditionally approved the Disclosure Statement, which provides information to assist you in deciding how to vote your Ballot. Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court. You may obtain a copy of these documents by written request to Simon R. Mayer, Locke Lord LLP, 600 Travis Street, Suite 2800, Houston, Texas 77002, telephone (713) 226-1507; facsimile: (713) 229-2675, email: simon.mayer@lockelord.com or on the website of the Debtors’ notice and claims agent at <http://cases.stretto.com/agilonenergy>.

You should review the Disclosure Statement and Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan.

The Debtors’ records indicate that you may have a Claim against one or more of the Debtors which has been categorized in the Class indicated above under the Plan. If you hold a claim against more than one Debtor or in more than one class, you will receive a Ballot for each claim that you are entitled to vote.

⁴ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective Employer Identification Numbers, are as follows: Agilon Energy Holdings II LLC (3389), Case No. 21-32156; Victoria Port Power LLC (4894), Case No. 21-32157; and Victoria City Power LLC (4169), Case No. 21-32158. The Debtors’ mailing address is: PO Box 163, Plantersville, Texas 77363.

ACCEPTANCE OR REJECTION OF THE PLAN

The undersigned, the holder of a Class [] claim against the Debtors in the unpaid amount in United States Dollars of \$ _____.⁵:

(Check one box only)

[] ACCEPTS THE PLAN

[] REJECTS THE PLAN

GENERAL RELEASES

THE PLAN CONTAINS A SERIES OF RELEASES. PARTIES SHOULD BE AWARE THAT IF THE PLAN IS CONFIRMED and if the Effective Date occurs, the Released Parties, as defined in the Plan and as reproduced below, will be receiving releases and certain parties will be giving releases and be bound by injunctions as set forth in Section 12.2 and 12.4 of the Plan.

“Released Party” means each of (a) the Debtors; (b) the Estates; (c) the CRO; (d) the DIP Secured Parties; (e) the Prepetition Senior Secured Lenders; (f) the Committee; (g) each of the Committee’s members (solely in their capacity as members of the Creditors’ Committee) and with respect to each of the foregoing identified in subsections (a) through (g) herein, each of such Entities’ respective shareholders, affiliates, subsidiaries, members, current and former officers, current and former directors, employees, managers, agents, attorneys, investment bankers, restructuring advisors, professionals, advisors, and representatives, each in their capacities as such; provided, however, that the Debtors’ non-Debtor affiliates, former officers, former directors, former employees, and former managers shall not be Released Parties.

Third party release provisions contained in Section 12.2 of the Plan:

As of the Effective Date and in consideration of the Distributions to be made hereunder and the funding provided by the DIP Secured Parties and the Prepetition Senior Secured Lenders, except as otherwise expressly provided under the Plan, each Releasing Party is deemed to have released and discharged each Released Party from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, remedies, actions, causes of action, and liabilities of any kind, whether known or unknown, liquidated or unliquidated, fixed or Contingent, matured or unmatured, foreseen or unforeseen, then-existing or thereafter arising, at law, in equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership or operation thereof), the Debtors’ in- or out-of-court restructuring efforts (including any orders entered in connection therewith), the formulation,

⁵ For voting purposes only, subject to tabulation rules.

preparation, dissemination, negotiation, or filing of this DS/Plan, the Bankruptcy Cases, the filing of the Bankruptcy Cases, the pursuit of confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the distribution of property under the Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, indebtedness under which any Debtor is or was a borrower or guarantor, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing; provided, however, the foregoing releases shall not release claims related to any act or omission that is determined in a Final Order to have constituted actual fraud, willful misconduct, or gross negligence.

For the avoidance of any doubt, any Holder of a Claim against, or an Interest in, the Debtors who timely opts out of these releases will not be a Releasing Party. The procedure for opting out of the releases is set forth in the Ballots and Notices of Non-Voting Status that are served on the appropriate Holders.

Notwithstanding anything contained herein to the contrary, this release does not release any (a) post-Effective Date obligations of any party under (x) the Plan or (y) any document, instrument or agreement implementing the Plan or (b) continuing contractual obligation owed by any Released Party to or for the benefit of any Debtor or Post-Effective Date Debtor.

IMPORTANTLY, ALL HOLDERS OF ALLOWED CLAIMS THAT ARE ELIGIBLE TO VOTE ON THE PLAN AND WHO DO NOT VALIDLY OPT OUT OF OR FILE AN OBJECTION TO THE THIRD PARTY RELEASES CONTAINED IN THE PLAN BY THE PLAN OBJECTION DEADLINE WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY AND COLLECTIVELY RELEASED AND DISCHARGED ALL CLAIMS AND CAUSES OF ACTION AGAINST THE RELEASED PARTIES PURSUANT TO THE TERMS OF THE PLAN.

Opt-Out Election (See box immediately above).

By checking the box below, the undersigned Claimant is the holder of a Class [] claim and elects **NOT** to release the Released Parties as set forth in Section 12.2 of the Plan.



The undersigned elects not to grant (OPTS OUT OF) the releases set forth in section 12.2 of the Plan.

**IF YOU DO NOT CHECK THE “OPT-OUT” BOX IMMEDIATELY ABOVE AND
TIMELY SUBMIT YOUR BALLOT, YOU WILL CONTINUE TO BE DEEMED TO
CONSENT TO THE RELEASE OF THE RELEASED PARTIES SET FORTH IN
SECTION 12.2 OF THE PLAN**

Dated: _____, 2022

Print or type name:

Signature:

Title:

Address:

Instructions for Submitting Your Ballot

In order for your vote on the Plan to count, this original, signed Ballot must be actually received no later than May 23, 2022 by 5:00 p.m. (Central Prevailing Time) (the “*Voting Deadline*”). Please submit your Ballot by one of the following two methods:

OPTION 1 – Via Paper Ballot.

Complete, sign, and date this Ballot and return it (with an original signature) promptly via first class mail (or in the enclosed reply envelope provided), overnight courier, or hand delivery to:

**Agilon Ballot Processing,
c/o Stretto
410 Exchange, Suite 100
Irvine, CA 92602**

OPTION 2 – Via E-Ballot Portal.

If Submitting Your Vote through the Electronic Balloting Portal, Stretto will accept Ballots if properly completed through the Electronic Balloting Portal. To submit your Ballot via Stretto’s online portal, please visit <http://cases.stretto.com/agilonenergy>. Click on the “File a Ballot” section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following unique password in order to retrieve and submit your customized electronic Ballot.

Unique Ballot Password: _____

Stretto's online portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted via facsimile, email or other means of electronic transmission will not be counted. Each Password is to be used solely for the Claim described in Item 1 of your electronic Ballot. Creditors who cast a Ballot using Stretto's online portal should NOT also submit a hardcopy Ballot.

Any Ballot received after the Voting Deadline shall not be counted, unless the Court orders otherwise. Ballots will not be counted if they are unsigned. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.